Engineering and Construction Short Contract

Contract Data Forms

June 2017
(with amendments January 2023)

Template version history

V 1	Go live template
V 1.1	Reversion to Bidder pack conditions

NEC4 Engineering and Construction Short Contract

Asset Operation Maintenance and Response Framework – Lot 2 – South East

A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	**JT Mackley & Co. Ltd**
For	**SE REC Programme Normans Bay Tidal Door Works (SOP Code: (ENV7006079R)**
	Contract Forms - **Contract Data** - **The *Contractor's* Offer and *Client's* Acceptance** - **Price List** - **Scope** - **Site Information**

Contract Data

The *Client's* Contract Data

	The *Client* is	
Name	Environment Agency	
Address for communications	Environment Agency, Kilbourne House, Chatsworth Road, Worthing, West Sussex, BN11 1LD	
Address for electronic communications	[redacted]	
The *works* are	Replacement of the Tidal door and Frame	
The *site* is	In the Norman's Bay outfall, Pevensey, BN24 6PX as per "Figure 1 – Site Map" whereby the outfall area has a red border and the areas are labelled.	
The *starting date* is	13/05/2025	
The *completion date* is	01/12/2025	
The *delay damages* are	*£199.50*	Per day
The *period* for reply is	2	weeks
The *defects date* is	104	weeks after Completion
The *defects correction period* is	4	weeks
The *assessment day* is	the last working day	of each month
The *retention* is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply		
The *Adjudicator* is:		
If a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is	0.5%	per complete week of delay.

For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to	Contract Price
The *Client* provides this insurance	None

Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the *works*	Replacement Cost	The *Client's* certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	The defects Certificate has been issued
The *Contractor's* liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the *Contractor* to use the skill and care normally used by professionals providing works similar to the *works*	Minimum of the Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the *works* or earlier termination

The *Adjudicator nominating body* is	The Institution of Civil Engineers
The *tribunal* is	litigation in the courts

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions	
Z1.0	**Subcontracting**
Z1.1	The *Contractor* submits the name of each proposed subcontractor to the *Client* for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed subcontractor until the *Client* has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of a valid invoice.
Z2.0	**Environment Agency as a regulatory authority**
Z2.1	The Environment Agency's position as a regulatory authority and as *Client* under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client's* acceptance of a tender and the *Client's* instruction or variation of the works does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as *Client* and is not a compensation event.
Z3.0	**Confidentiality & Publicity**
Z3.1	The *Contractor* may publicise the works only with the *Client's* written agreement.
Z4.0	**Correctness of Site Information**
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the *Client* but is not warranted correct. The *Contractor* checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	**The Contracts (Rights of Third Parties) Act 1999**
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	**Design**
Z6.1	Where design is undertaken, it is the obligation of the *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The *Contractor* designs the parts of the works which the Scope states they are to design.
Z6.3	The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor's* design is that it does not comply with either the Scope or the applicable law. The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design.
Z6.4	The *Contractor* may submit their design for acceptance in parts if the design of each part can be assessed fully.

Z7.0	**Change to Compensation Events**
Z7.1	Delete the text of Clause 60.1(11) and replace by: The *works* are affected by any one of the following events • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the *Contractor* and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	**Framework Agreement**
Z8.1	The *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*.
Z9.0	**Termination**
Z9.1	Delete the text of Clause 92.3 and replace with: If the *Contractor* terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10.0	**Data Protection**
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	**Liabilities and Insurance**
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	**~~Packaging~~ (not used)**
Z12.1	~~For contracts containing packages of projects the *Client's* Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack~~
Z110	**Inflation** At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the Contract Date and the Contract Date. The proportion of Price Adjustment shall be equal to: The total of the Prices at the Contract Date / The number of Price Adjustments Each time the amount due is assessed, the Price Adjustment shall be: The proportion of Price Adjustment x [80% x Average Weekly Earnings index (Construction)(AWE) 1-month rate] The Average Weekly Earnings index (Construction)(AWE) 1-month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the [Client set] total of the Prices. If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	JT Mackley & Co. Ltd	
Address for communications	Bankside House, Henfield Road, Small Dole, West Sussex, BN5 9XQ	
Address for electronic communications	[redacted]	
The *fee* percentage is		
The *people rates* are	As per AOMR Framework	
category of person	unit	rate
As per AOMR Framework	-	-
The *published list of Equipment* is		As per AOMR Framework
The *percentage for adjustment for Equipment* is		As per AOMR Framework

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is	£187,601.56
	Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name	[redacted]
Position	
Signature	
Date	13/05/2025

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	[redacted]
Position	
Signature	
Date	

Price List

Where the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

Where the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item No.	Description	Unit	Quantity	Rate	Price (£)
1	Supervision for Main Works	Sum			
2	Welfare: JTM mobile & Misc Plant for Main Works	Sum			
3	Mobilisation for Main Works	Sum			
4	Demobilisation for Main Works	Sum			
5	Design - Permanent Works	Sum			
6	Design - Temporary Works including Site Investigations	Sum			
7	Procure new Tidal Flap Valve - Order	Sum			
8	Procure new Tidal Flap Valve - Approval of Design	Sum			
9	Procure new Tidal Flap Valve - Deliver	Sum			
10	Scope Cl 1.7.4 Environment Action Plan	Sum			
11	FRAP	Sum			
12	RAMS	Sum			
13	Pre-Condition Survey	Sum			
14	Temporary Works	Sum			
15	Remove and dispose of existing Tidal Flap Valve & Install new Tidal Flap Valve	Sum			
16	Post-Condition Survey	Sum			
17	Info for H&S File & O&M Manual	Sum			
18	BIM Execution Plan and MIDP	Sum			
19	Gateway 3+4 - Carbon calculator and Carbon appendix	Sum			
20	Preparation and Non-Structural Surface Repairs	Sum			
			The total of the Prices		187,601.56

The method and rules used to compile the Price List are
Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Price Workbook. This contract is priced and awarded in Year 2, based on the Year 1 Framework Pricing Workbook. After the Year 2 Framework Pricing Workbook is issued, a single compensation event is permitted to change the total of the Prices according to the Year 2 Framework Pricing Workbook.

Scope

1. Description of the *works*

1.1 Project background

1.1.1 The Normans Bay outfall is located in Pevensey Bay, approximately 130m east of Normans Bay Caravan Park. The outfall connects the Waller's Haven watercourse with the sea.

1.1.2 The outfall has a concrete chamber that houses 3no. tidal doors of approximately 2.7m x 3m each (not confirmed). A recent report has shown considerable damages in the East tidal door (asset id 597477). Refer to "Normans Bay East Gate Report (2024)" which is provided as site information only.

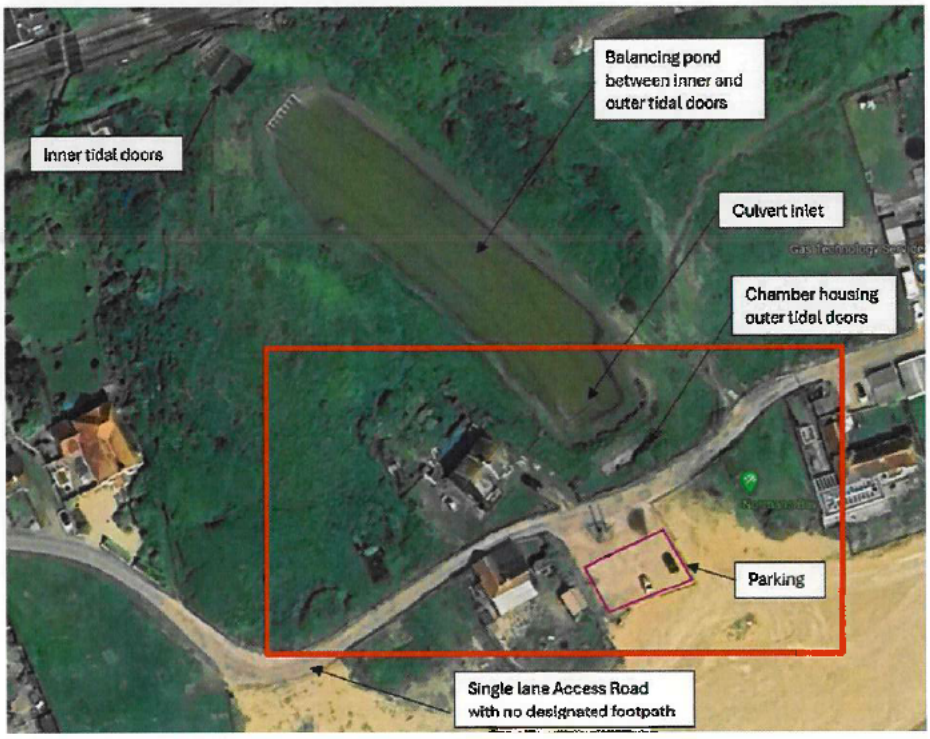

Figure 1 – Site Map

1.1.3 The dimensions of the chamber and the ladder access area has been provided (see 7.6.5).

1.1.4 The overall project objective is to prevent tidal flooding and protect the Pevensey Levels.

1.1.5 The objective for this contract is:

- to restore Flood and Coastal Risk Management asset to the required condition (Condition 2 or higher) to ensure they provide the standard of service originally intended.
- to provide an asset that requires minimum maintenance and operation.

Condition grades and descriptions:

1 Very good	2 Good	3 Fair	4 Poor	5 Very poor
Cosmetic defects that will have no effect on performance	Minor defects that will not reduce the overall performance of the asset	Defects that could reduce performance of the asset	Defects that have potential to deteriorate and significantly reduce performance of the asset. Further investigation required.	Severe defects resulting in significant or complete performance failure.

1.2 Description of the *works*

1.2.1 The *works* are as follows:

- Design and build a new tidal door, frame and associated elements to replace the existing eastern tidal door (asset id 597477). The *Contractor* has assumed that the existing headwall is sound and in good repair. If repairs are required, the *Contractor* will carry out Preparation and Non-Structural Surface Repairs (not deeper than 20mm and no reinforcement exposed) to the Mating Surface between Structure and Flap Valve Frame. Any repairs deeper than 20mm is a risk held by the *Client* and would be subject to a Compensation Event.

- The *Contractor* shall remove and dispose the existing tidal door and frame.

- The new tidal door shall include a fish friendly pet flap.

Figure 2 – View of Tidal Doors (east to west)

1.3 *Contractor's* design

1.3.1 The *Contractor* shall design a new tidal door with the inclusion of a fish friendly pet flap and frame to replace the existing one (asset id 597477). The *Contractor* shall also design any other elements associated with the tidal door.

1.3.2 The *Contractor* shall scope and undertake any additional surveys and/or site investigation that they require to develop the design and plan the *works*. The *Contractor* shall satisfy themselves with the nature, scope and extent of the surveys and site investigations.

1.3.3 The *Contractor* shall provide a design of a fish friendly pet flap which enables the safe passage of eels without compromising the integrity of the asset and have a life expectancy of at least 10 years (excluding impact damages from an object).

1.3.4 The new tidal door shall comply with the EA Minimum Technical Requirements (refer to section 3), other than those specified below:

- The Flap valve is to be replaced with a like for like replacement, this is single hinged.
- There are no baffles installed.
- The Flap Valve is not CE/UKCA marked.

1.4 Accommodation

1.4.1 The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the works, as quantified and priced in the Framework Pricing Workbook.

1.5 Access to the Site

1.5.1 Prior to first entry to the site to undertake the *works*, the *Contractor* shall record the condition of the *site* and accesses to the *site* through photographs and videos. These are submitted to the *Client* for record keeping. The *Contractor* shall leave the site and accesses to the *site* in as good a condition as prior to first entry.

1.5.2 The flap valve is located in a confined space. The *Contractor* shall plan the *works* according to the Confined Space regulations, SHEW CoP and EA Confined Space LIT 16688.

1.6 Sharing the Site with the *Client* and Others

1.6.1 In the context of this contract, Others is defined as all stakeholders relevant to the scope of the contract.

1.6.2 The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the works, such as:
- What is being done,
- Who is doing it,
- When it is being done, and for how long,
- Where is it being done,
- How the *Contractor* is to co-operate and share the Working Areas.

1.7 Weather Measurements

1.7.1 The place where weather is to be recorded is: Herstmonceux West End Met station

1.7.2 The weather measurements are to be supplied by: MET office

1.8 Management of the *works*

1.8.1 The *Client* and *Contractor* administer the contract using the *Client's* contract management tools. This is currently FastDraft but may be transferred to similar systems in the future.

1.8.2 The *Client* and *Contractor* attend the following meetings:

- Project start meeting
- Monthly progress and commercial meetings from the starting date to Completion. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.
- Site walkovers as requested by the *Client*.
- Early Warning meetings as instructed by either Party.

1.8.3 The *Contractor* shall produce a weekly progress report during construction. This report:

- highlights the progress achieved since the previous week.
- explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,
- explains what actions are being implemented to mitigate any delay,
- details any lost days due to weather,
- includes site photos of progress achieved since the previous progress report.

1.8.4 The *Contractor* shall provide the following deliverables:

- Detailed Design and construction drawings.
- Temporary Works design and drawings.
- Pre- and post-construction condition assessment of site, access and site compound area (photographical report) (also referenced in 4.3.18)
- Operation and Maintenance (O&M) manuals in accordance with EA MEICA standards.
- Environmental Action Plan (EAP).
- SHEW CoP and CDM deliverables.
- Carbon Calculator & Carbon Appendix

1.8.5 The *Client* shall provide the following deliverables:

- Preliminary Ecological Appraisal report

1.9 Quality Management

1.9.1 The *Contractor* shall carry out the following tests and inspections:

- Flap valve acceptance test as agreed with the *Client*

1.9.2 Until the defects date, the *Client* shall instruct the *Contractor* to search for a defect.

1.9.3 The *Client* shall notify a defect to the *Contractor* at any time before the defects date.

1.9.4 The *Contractor* shall correct a defect whether or not the *Client* has notified it.

1.9.5 Before completion, the *Contractor* shall correct a notified defect before the end of the defect correction period. This period begins at the later of the completion and when the defect is notified.

1.9.6 The *Client* shall issue the defects certificate at the defects date if there are no notified defects, or otherwise at the earlier of:

- The end of the last defect correction period and
- The date when all notified defects have been corrected.

1.9.7 The *Contractor* and the *Client* may each propose to the other that the scope should be changed so that a defect does not have to be corrected. If the *Contractor* and the *Client* are

prepared to consider the change, the *Contractor* shall submit a quotation for reduced Prices or an earlier completion date or both to the *Client* for acceptance. If the *Client* accepts the quotation, it shall change the scope, the prices and the completion date accordingly.

1.9.8 If the *Contractor* has not corrected a notified defect within its defect correction period, the *Client* shall assess the cost of having the defect corrected by other people and the *Contractor* shall pay this amount.

1.10 Consents, Permits and Licenses

1.10.1 The *Client* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the permanent and any temporary works, including:

- Appendix 3 – Sites of special scientific interest (SSSI)
- Marine Conservation Zone (MCZ)
- Local Wildlife Site (Shingle Beach at Normans Bay within 20 metres of the site and potentially in the site compound).
- Habitats Regulations Assessment

1.10.2 The *Contractor* shall obtain the below consent, permits, licences and/or agreements from third parties for the permanent and any temporary *works* including but not limited to:

- Flood Risk Activity Permit (FRAP). The *Contractor* shall use the permit screening provided in the site information to prepare and apply for the FRAP. The *Contractor* shall allow a period of 12 weeks.

1.11 Health, Safety & Environment

1.11.1 The *Client's* SHEW CoP is applicable to the *Contractor* in providing the *works*.

1.11.2 The Considerate Constructors Scheme is applicable as per the *Client's* SHEW CoP. The *Contractor* is responsible for registering the project unless otherwise instructed by the *Client*.

1.11.3 The Construction, Design & Management (CDM) Regulations are applicable to the *works*. The *Contractor* acts as both the Principal Contractor and Designer under the Regulations.

1.11.4 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the *works* and submits these to the *Client* for acceptance. The *Contractor* does not commence activities until the relevant RAMS have been accepted by the *Client*. The *Client* has the *period of reply* to respond to the RAMS.

1.11.5 The *Contractor* undertakes the actions within the Environmental Action Plan (EAP)

1.12 Procurement of subcontractors

1.12.1 In accordance with Schedule 7 Clause 2.1.3, the *Contractor* shall use sustainability, quality and price criteria when selecting *subcontractors*, evidence of how this was undertaken to be retained and made available to the *Client* if required.

1.11.2 In accordance with Schedule 7 Clause 2.1.6, the *Contractor* shall ensure that supply chain opportunities are inclusive and accessible to Small and medium-sized Enterprises:

Voluntary, Community and Social Enterprise organisations and under-represented groups of suppliers.

1.11.3 In accordance with Schedule 7 Clause 2.1.1, the *Contractor* shall use the Contracts Finder website to advertise any sub-contracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a sub-contract to a sub-*Contractor*, the Delivery Partner updates the notice on Contracts Finder with details of the successful *subcontractor*.

1.13 Completion

1.13.1 Prior to Completion the *Contractor* shall arrange a joint inspection with the *Client*. The initial inspection shall take place a minimum of one week in advance of the Completion. Completion is achieved and certified only when the *works* have reached a stage of completion where the site is judged to be acceptable for handover and suitable and safe for its intended use. The *Client* is responsible for making their initial judgement following the joint inspection.

1.13.2 The following criteria must be met for the *works* to be certified as Complete:

- all construction work must be fully complete, and all construction plant, and machinery must have been removed from site.
- all site perimeter fencing, temporary works, materials storage and waste must be removed from site.
- all public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.
- The *Contractor* shall propose and agree with the *Client* a suitable and proportional Site Acceptance Test (SAT) once the new flaps are installed.

1.13.3 The following are absolute requirements for Completion to be certified, without these items the *Client* is unable to use the *works*:

Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:

- As-built drawings if there have been any changes to design
- Operation and Maintenance plans
- Any other relevant information as per SHEW CoP and CDM regs 2015.

1.14 ACCOUNTS AND RECORDS

1.14.1 The *Contractor*'s application for payment shall be submitted on FastDraft and supported by a breakdown of the *works* for which payment is due in the format provided in the Price List, including any implemented Compensation Events.

1.14.2 Following Completion and during the establishment maintenance period, the *Contractor* shall submit applications for payment at quarterly intervals (or half-yearly if agreed with the *Project Manager*).

1.14.3 The *Contractor* shall issue invoices to the following two (2) email addresses and shall quote "Asset OMR, the relevant Framework Hub / Area, and PO number" in the email subject line.

- apinvoices-env-u@gov.sscl.com and
- ea_invoices-pa@environment-agency.gov.uk

1.15 SITE PROGRESS MEETINGS

1.15.1 Frequency: fortnightly during design stage and once a week during construction.

1.15.2 Location: Online.

1.15.3 Chairperson (who will also take and distribute minutes): *Client's* delegated Project Manager.

1.16 Carbon

1.16.1 The *Contractor* shall update Carbon Calculators and Carbon Appendix documents upon completion of design and completion of construction works.

1.16.2 The *Contractor* shall provide the Final Carbon Calculator and Carbon Appendix in line with Gateway 3 and Gateway 4 requirements.

2. Drawings

Drawing Number	Revision	Title
 Service Searches 04.25.zip		**Service Searches April 2025**

3. Specifications

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
Asset OMR Framework Deed of Agreement and Schedules	04/03/24	
Minimum Technical Requirements – Standard (LIT 13258)	V 12	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
Exchange Information Requirements (LIT 17641)		
Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP)	V 7	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	

Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		
Annex 11 Code of practice for electrical safety (COPES) part 1 (LIT 13118)		
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)		
Exchange Information Requirements (BIM)	V3	
LIT 16688 Working in Confined spaces	V2	
Civil Engineering Specification for the Water Industry (CESWI Eighth Edition)	V8	

4. Constraints on how the *Contractor* Provides the Works

4.1 Works Upstream

4.1.1 The *Contractor* shall consider the potential impact of high flows and tides arising from Star Inn Gates. The *Contractor* shall coordinate the works with Volkers Stevin and shall allow for up to 3 no.1-hour meetings with contractors. Impacts from these works may be subject to a compensation event.

4.2 Culvert Works

- The connected Normans Bay Eastern and Northern culvert has had a wall panel removed. The *Contractor* shall consider the potential impact of this removal when completing their works. See Normans Bay Outfall HSF (2024) for further details.

4.3 CDM

4.3.1 The *Contractor* shall not commence works on site until all CDM documentation is in place and accepted by the *Client.*

4.4 Protection against Damage

4.4.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures etc. found on site are not damaged by their activities. Such features are fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Specification.

4.4.2 The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the Construction Phase Plan, including method statements and risk assessments ahead of each project in this contract. Acceptance will be by way of a written communication from the *Client* confirming the *Contractor* may take possession of the site from the agreed starting date.

4.4.3 The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans.

4.4.4 The *Client* has the contractual right to access the working area as shown on the drawings. The *Contractor* shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable.

4.4.5 Compensation will be agreed and paid by the *Client* (via its appointed land agents) to affected landowners based on the *Contractor*'s programme, proposed access routes and method statements. Compensation claims incurred due to the *Contractor*'s failure to comply with its programme, access routes and/or method statements will be passed on to the *Contractor*.

4.4.6 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access should be reported directly to the *Client*.

4.4.7 A key, which must be returned on completion of the *works*, will be provided as necessary to allow access through the *Client*'s gates.

4.4.8 Seven (7) working days' notice of commencement of works shall be given to the *Client*

4.4.9 Two (2) working days' notice must be given to the *Client* in advance of completion of the works.

4.4.10 All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative.

4.4.11 The *Contractor* shall be responsible for obtaining and/or registering for any necessary waste exemptions.

4.4.12 The *Client* requires twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of out of hour's response if required due to theft, fire, flood and vandalism. It is expected that any emergency procedures are carried out by a competent employee of the *Contractor*.

4.4.13 The *Contractor* shall ensure that any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.

4.4.14 No fires may be lit on site unless expressly authorised by the *Client*

4.4.15 The *Contractor* shall prepare, for the *Client*'s acceptance, the Environmental Action Plan (EAP) prior to starting the works.

4.5 Choice of Equipment

4.5.1 The *Contractor* shall choose the most appropriate plant to complete the *works*.

4.5.2 The *Contractor* ensures that all plant is maintained.

4.5.3 All Equipment with hydraulic systems shall use biodegradable hydraulic oil.

4.5.4 All plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

4.6 Permits

4.6.1 *Works* will require the *Contractor* to obtain a Flood Risk Activity Permit from the Environment Agency where required.

4.6.2 The *Contractor* shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The *Contractor* shall ensure the permits are received a minimum of one (1) week prior to commencement of works. The *Contractor* shall be responsible for all costs associated with permit applications. Please be aware the Permitting process can take twelve (12) weeks from receipt of payment. The need for permits is to be discussed with *Client's* Project Manager prior to applying for permits.

4.7 Working times

4.7.1 The *Contractor* is not subject to specific working time restrictions due to the tidal nature of the works. The *Contractor* shall provide the *Client* with a notification at least one week in advance for any work planned outside of the core working hours of 7.30am and 6.00pm on weekdays (Monday to Friday). In some instances, it may be deemed necessary for the *Contractor* to undertake weekend working, if required this will be subject to advanced agreement with the *Client*.

4.8 Site Restrictions

The *Contractor* shall allow for the following site restrictions when designing and constructing the *works*.

4.8.1 The tidal door is located in a concrete chamber with 2no access ladders located at east and west walls. The top of the chamber is a metallic frame and plates which will need to be removed to replace the tidal door.

4.8.2 The concrete chamber is a confined space.

4.8.3 The potential site compound (located at grid reference TQ 68907 05706) is normally used by the Pevensey Bay Maintenance team.

4.8.4 The chamber and outfall are in a tidal and fluvial environment.

4.8.5 Fluvial flows are controlled by Volker Stevin. Refer to section 4.1.

4.8.6 Parking area is used by the beach management team at certain times of the year.

4.9 Other Restrictions

4.9.1 The *Contractor* shall not procure any materials until the *Contractor* has obtained acceptance of their design from the *Client*.

4.9.2 The *Contractor* shall not start on site until the *Contractor* has obtained acceptance from the *Client*.

4.9.3 The *Contractor* notifies the *Client* as soon as the *Contractor* becomes aware that the works cannot proceed this financial year due to materialised known risks.

4.9.4 If the Client intends to postpone the works to the following financial year (FY 26/27), the Client instructs the Contractor to put the project on hold. If the instruction is over than 4 weeks before the date planned for starting work on site as stated in the Accepted Programme, abortive costs shall not be incurred.

4.9.5 The Contractor shall notify the Client if the lead time exceeds 15 weeks, and shall confirm the updated lead time. This will result in the Client changing the Scope accordingly, and a Compensation Event applying (which may result in an amendment of the Completion Date).

5. Requirements for the programme

The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which they submit for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

(a) Period required for mobilisation/ planning & post contract award

(b) starting date

(c) Each of the activities listed within the Price List

(d) Design Milestones

(e) Critical Path & Float time

(f) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.

(g) Completion date

6. Services and other things provided by the *Client*

Describe what the *Client* will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

Item	Date by which it will be provided
FastDraft Access	03/06/2025

7. Site Information

7.1 The site

7.1.1 The outfall (asset id 386980) is a ~160m long and ~10m wide concrete culvert formed of 3no bores. The outfall can be divided in three sections from upstream to downstream (north to south)

- 10m of culvert
- Concrete chamber. The chamber approximately dimensions are 10x2.7m and 7m deep. It has 2no vertical access ladder on each side (east and west) to access the bottom of the chamber and it is covered by a metallic frame and plates.
- ~150m of culvert

7.1.2 The chamber houses 3no tidal doors of approximately 2.7x3m each. This contract focusses on the eastern tidal door (asset id 597477). Refer to Health and Safety file, drawings and maps provided.

7.2 Existing utilities and services

Utility Drawings (date: 05/06/2024)

7.2.2 Drawings:

- Tidal Doors as built (2011):
  110441.090.APPROVAL
  110441.100.APPROVAL
  110441.110.APPROVAL
  110441.120.APPROVAL

7.2.3 Historic drawings

Drawings 2009:
WNPLCO-201_RevA,
WNPLCO-202_RevA,
WNPLCO-203_RevA,
WNPLCO-204_RevA,
WNPLCO-205_RevA

Original Access Outer Normans Bay Outfall

7.2.4 Other information:

- Chamber access arrangement (2024):
  3 Open Mesh and Load Tables
  NORMANS BAY ACCESS DRAWINGS_AS BUILT
  Normans Bay Access Platform Structural Calculations
  Normans Bay Outfall Ladder Access PCI_HK Comments

- Normans Bay East Gate Report (2024)

- Normans Bay Inspection Report (2003)
- Normans Bay Outfall general view
- Normans Bay Permit Screening report
- Ladder access

To be provided via SharePoint

7.3 Site investigation

7.3.1 Report:

- Normans Bay East Gate Report (2024).
- Normans Bay Ground Investigation Report (2009)

To be provided via SharePoint

7.4 Site location plans

7.4.1 Issue details:

- Refer to Health and Safety File (Normans Bay Outfall HSF (2024)).

To be provided via SharePoint

7.5 Health and safety file

7.5.1 Issue details:

- Normans Bay Outfall HSF (2024)

To be provided via SharePoint

7.6 Access to site

7.6.1 Description:

The access to site is from a narrow road (Normans Bay Road).

Personnel access to the bottom of the chamber and the tidal door can be done via vertical ladder in the east wall of the chamber.

7.6.2 The chamber is a confined space and is subjected to flooding due to tidal and fluvial flows.

7.6.3 Limitations:

Woking within a confined space and in a reduced area (chamber).

7.6.4 Access for inspections:

Confined space entry is required. The inspection needs to be planned considering weather, tide and fluvial flows.

7.6.5 Access for Works

- Chamber Picture (with red arrow pointing downward at the access area).

- Ladder Access Normans Bay PDF (Normans Bay Access platform dimensions)

- Normans Bay Access Picture

Provided via SharePoint

7.7 Use of the site

7.7.1 General: The chamber is only use by the EA, public access is restricted by a gate, fence and hatch (all padlocked).

7.7.2 There is a car park near the chamber that is used by the Pevensey to Eastbourne beach management team.

7.8 Health and safety hazards

7.8.1 General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened. However, the following hazards are or may be present:

- Confined space.
- Services.
- Working in a tidal environment.
- Working in an asset (chamber) liable of flooding.
- Working near plant (Pevensey to Eastbourne beach management).
- Working near tidal doors.
- Working in a fast flow environment.
- Working at height.
- Use of vertical ladders.
- Working near culverts.

7.8.2 Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the *works*.

7.8.3 Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
[redacted]		
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	